

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
EASTERN WASHINGTON STATE HISTORICAL SOCIETY**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the Eastern Washington State Historical Society, d/b/a the Northwest Museum of Arts and Culture (hereafter referred to as "NWMAC"), also an agency of the state of Washington.

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU and NWMAC will jointly employ and fund full-time position for Mr. Michael Holloman (hereafter referred to as "Mr. Holloman"), as more particularly set forth herein.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Employ Mr. Holloman on a .75 FTE basis as Director of the Washington State University Plateau Center for American Indian Studies and Associate Professor in the WSU Department of Fine Arts;
2. Pay Mr. Holloman's full salary and benefits, subject to reimbursement by NWMAC as set forth below;
3. Furnish equipment, telephone, internet, materials and supplies, and office space as necessary for Mr. Holloman to accomplish his duties for WSU; and
4. Pay for travel, training, and related expenses resulting from Mr. Holloman's work for WSU.

B. Duties of NWMAC:

1. Employ Mr. Holloman on a .25 FTE basis as Director of the U.S. Bank Center for Plateau Cultural Studies at the Northwest Museum of Arts and Culture, including his direct work with the Culture Committee;

2. Reimburse WSU for 25% of Mr. Holloman's salary and benefits upon receipt of invoice from WSU;
3. Furnish equipment, telephone, internet, materials and supplies, and office space as necessary for Mr. Holloman to accomplish his duties for NWMAC, or, in lieu of providing these items, NWMAC may reimburse WSU for 25% of its costs of supplying these items for Mr. Holloman; and
4. Pay for travel, training, and related expenses resulting from Mr. Holloman's work for NWMAC.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for four (4) years, and shall commence on July 1, 2010, and be completed on June 30, 2014 (the "Term"), unless terminated sooner as provided herein. A formal review and evaluation of Mr. Holloman's performance and fulfillment of duties and time contribution to each party shall be conducted annually.

III. PAYMENT

Compensation for the assistance provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Per Exhibit A, the parties have estimated that the total cost in the first year will not exceed \$22985.60 per year. The cost will consist of \$17600.00 in salary, plus \$5385.60 in benefits, and the cost of equipment, telephone, internet, material, supplies, and office space. Payment shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

IV. BILLING PROCEDURES

WSU shall submit an annual invoice on or about June 1 to the NWMAC. NWMAC shall pay for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Northwest Museum of Arts & Cultures
Office of the Executive Director
2316 W. First Avenue
Spokane, WA 99201-5906
Phone: 509-363-5319
Fax: 509-363-5303

Payments shall be made to:

Washington State University
Office of the Provost
PO Box 641046
Pullman, WA 99164-1046
Phone: 509-335-5581
Fax: 509-335-0103

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Intellectual property, including works of authorship which may be protected by copyright law and inventions conceived or first reduced to practice by Mr. Holloman while in the course of his employment for a Party during the term of this Agreement shall be owned by WSU if made solely while Mr. Holloman is in the course of his employment with WSU and by NWMAC if made solely while Mr. Holloman is in the course of his employment with NWMAC. Intellectual property made by Mr. Holloman during the term of this Agreement which is made in part during the course of his employment with WSU and in part during the course of his employment with NWMAC shall be owned jointly by WSU and NWMAC. Proportion of ownership by the parties shall be allocated by a good faith determination of each Party's contribution to the intellectual property or invention. Each Party shall promptly provide a written disclosure to the other of any intellectual property and/or inventions developed under this Agreement. Notwithstanding which Party owns a given intellectual property developed by Mr. Holloman during the

term of this Agreement, Mr. Holloman has a non-exclusive, perpetual, non-revocable license to use any such intellectual property scholarly or educational publication, in his research and in his other scholarly pursuits. Further, each Party shall have a non-exclusive, perpetual, non-revocable license to use the results of Mr. Holloman's efforts in any non-commercial scholarly, research or educational activity.

VII. INDEPENDENT CAPACITY

While performing services for WSU, Mr. Holloman will be considered an employee of WSU. While performing services for NWMAC, Mr. Holloman will be considered an employee of NWMAC. Other employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. HOLD HARMLESS

Each party shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party will be responsible for the acts and omissions of individuals or entities not a party to this Agreement.

IX. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

X. TERMINATION

This Agreement may be terminated for convenience prior to the expiration of its term only upon the mutual consent of the Parties.

XI. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its material obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within thirty (30) working days. If failure or violation is not corrected, in addition to other remedies at law, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each

party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XIII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVI. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder

conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XVIII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Washington State University
Office of the Provost, c/o Donna Clark
PO Box 641046
Pullman, WA 99164-1046
Phone: 509-335-5581
Fax: 509-335-0103

The Contract Administrator for the NWMAC is:

Northwest Museum of Arts & Cultures
Office of the Executive Director, c/o John Drexel
2316 W. First Avenue
Spokane, WA 99201-5906
Phone: 509-363-5319
Fax: 509-363-5303

XIX. SIGNATURES

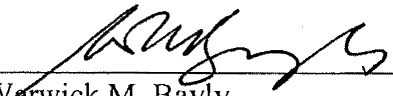
The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY
("WSU")

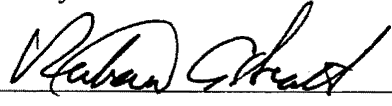
**NORTHWEST MUSEUM OF ARTS
& CULTURES ("NWMAC")**

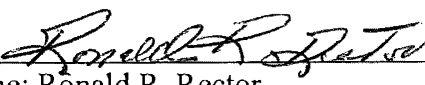
Recommended by:

Recommended by:

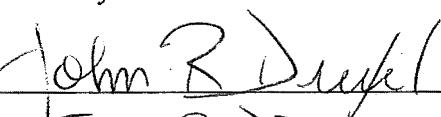
By: 
Name: Warwick M. Bayly
Title: Provost & Executive Vice President
Date: 7-9-10

Approved by:

By: 
Name: Richard A. Heath
Title: Sr. Assoc. VP, Business & Finance
Date: 7/15/10

By: 
Name: Ronald R. Rector
Title: Executive Director
Date: 7/1/2010

Approved by:

By: 
Name: JOHN R DREXEL
Title: CHIEF FINANCIAL OFFICER
Date: July 1, 2010